

**DEPARTMENT OF TRANSPORTATION**

DES-OE MS #43

1727 30TH Street, 2ND Floor

Sacramento, CA 95816



**\*\* WARNING \*\* WARNING \*\* WARNING \*\* WARNING \*\***  
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May 13, 2003

04-SF-80-13.2/13.9

04-0120F4

ACBRIM-080-1(095)N

Addendum No. 7

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN FRANCISCO COUNTY IN SAN FRANCISCO FROM 0.6 KM TO 1.3 KM EAST OF THE YERBA BUENA TUNNEL EAST PORTAL.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on August 5, 2003.

This addendum is being issued to revise the Notice to Contractors and Special Provisions.

In the Special Provisions, Section 2-1.02A, "DBE GOAL FOR THIS PROJECT," is revised as attached.

In the Special Provisions, Section 3-1.01A, "PRE-AWARD QUALIFICATIONS MEETING," the first sentence of the first paragraph is revised as follows:

"Bidders are advised that on **August 13, 2003, at 1:00 p.m. in the third floor conference room 1727 - 30th Street, Sacramento, CA 95816**, the apparent low bidder shall participate in a pre-award qualification review meeting conducted by one or more agents of the Director and the Engineer."

In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES," is revised as attached.

In the Special Provisions, Section 5-1.27, "PAYMENTS," the following paragraphs are added after the first paragraph:

"The first sentence in the third paragraph of Section 9-1.06, "Partial Payments," in the Standard Specifications, shall not apply.

The Department shall retain 5 percent of such estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that, if the Engineer finds that unsatisfactory progress is being made, the Department will increase the total amount being retained from payment pursuant to the above requirements to 10 percent of the total estimated value of said work and materials and will also increase the amount retained from any of the remaining partial payments to 10 percent of the estimated value of such work and materials."

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To Proposal and Contract book holders:

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it. A copy of this addendum and the modified wage rates are available for the contractor's use on the Internet Site:

**[http://www.dot.ca.gov/hq/esc/oe/weekly\\_ads/addendum\\_page.html](http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html)**

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIFGINAL SIGNED BY:

REBECCA D. HARNAGEL, Chief  
Office of Plans, Specifications & Estimates  
Office Engineer

Attachments

## 2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 8 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08 and 11:
Triaxial Management Services, Inc. - Oakland  1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone: (510) 286-1313 FAX No.: (510) 286-6792	Padilla & Associates - San Diego  2725 Congress Street, Suite 1D San Diego, CA 92110 Telephone: (619) 725-0843 FAX No.: (619) 725-0854
Districts 07, 08, and 12; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Padilla & Associates - Los Angeles  5675 East Telegraph Rd., Suite A-260 Los Angeles, CA 90040 Telephone: (323) 728-8847 FAX No.: (323) 728-8867	Triaxial Management Services, Inc. - Sacramento  930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone: (916) 553-4172 FAX No.: (916) 553-4173

#### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in "Order of Work," of these special provisions, Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by the vendor; and the statement shall be furnished within 15 calendar days after the contract has been approved by the Attorney General, or the attorney appointed and authorized to represent the Department of Transportation. The statement shall give the date that the electrical materials will be shipped. If the Contractor has the necessary materials on hand, the Contractor will not be required to furnish the vendor's statement.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

A working day as defined in said Section 8-1.06 is re-defined for this project. Paragraph 2 through paragraph 5, inclusive, of said Section 8-1.06 shall not apply. Saturdays, Sundays and legal holidays, including days of inclement weather, will be counted as working days.

This work (except work as specified as Designated Portion "1" of the Work and Designated Portion "2" of the Work) shall be diligently prosecuted to completion before the expiration of **1600 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$50,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **INCENTIVES AND DISINCENTIVES**

Incentive payments and disincentive deductions shall apply to the Designated Portions of Work in conformance with the following:

##### **A. Incentives and Disincentives for Designated Portion "1" of the Work**

The Designated Portion "1" of the work shall be diligently prosecuted to completion before the expiration of 1306 working days. One thousand three hundred and six (1306) working days will be the basis for determining incentive payments and disincentive deductions to complete the Designated Portion "1" of the Work. For each and every working day less than 1306, the Contractor will receive an incentive payment of \$100,000. Should the incentive apply concurrently with other incentives specified elsewhere in these special provisions, both will be earned. The total incentive payment for Designated Portion "1" of the Work will not exceed \$33,300,000.

For each and every working day in excess of 1306, a disincentive of \$100,000 per working day needed to finish the Designated Portion "1" of the Work will be deducted from any monies due to the Contractor under this contract. The total disincentive deduction for Designated Portion "1" of the Work will not exceed \$27,000,000.

##### **B. Incentives and Disincentives for Designated Portion "2" of the Work**

The Designated Portion "2" of the Work shall be diligently prosecuted to completion before the expiration of 1397 working days. One thousand three hundred and ninety seven (1397) working days shall be the basis for determining incentive payments and disincentive deductions associated with the completion of the Designated Portion "2" of the Work.

For each and every working day less than 1397, the Contractor will receive an incentive payment of \$100,000. Should this incentive apply concurrently with other incentives specified elsewhere in these special provisions, both will be earned. The total incentive payment for Designated Portion "2" of the Work will not exceed \$24,000,000.

For each and every working day in excess of 1397, a disincentive of \$100,000 per working day needed to finish the Designated Portion "2" of the Work will be deducted from any monies due to the Contractor under this contract. If Designated Portion "1" of the Work is not completed by day 1397, disincentives for Designated Portion "2" of the Work will commence only upon completion of Designated Portion "1" or after a total disincentive deduction of \$27,000,000 for Designated Portion "1" has been assessed, whichever occurs first. Should the disincentive apply concurrently with liquidated damages specified elsewhere in these special provisions, the greater of the two will be assessed. The total disincentive deduction for Designated Portion "2" of the Work will not exceed \$18,000,000.

Inspection, testing, and review duties performed by the Engineer shall be considered as included in the number of working days for completion of the Designated Portions of Work and no extensions of time will be allowed for such actions in determining incentive payments, disincentive deductions or liquidated damages.

The maximum number of days specified in these special provisions, is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in conformance with the "Progress Schedule (Critical Path)" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.